

AGREEMENT

between

THE DEMAREST BOARD OF EDUCATION

and

THE DEMAREST EDUCATION ASSOCIATION

X 1982-1983

X 1983-1984

DEMAREST PUBLIC SCHOOLS
DEMAREST, NEW JERSEY

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ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the exclusive collective bargaining representative of all members of the teaching staff and all specialists, including the nurse, the librarian, the psychologist and the learning disability specialist but excluding all supervisory personnel and the social worker.

B. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in paragraph A above.

C. Whenever the word "part-time employee" is used in this Agreement, it shall be deemed to mean any employee in the bargaining unit covered by this Agreement, as defined in paragraph A above, who is regularly scheduled to work less than a total of four (4) full days a week.

ARTICLE II

POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS

Except as explicitly limited by a specific provision of this Agreement and L.1968, c. 303, as amended and supplemented, the Board, acting directly or through its Superintendent of Schools, shall continue to have the exclusive right to take any action it deems appropriate in the superintendency management, and control of the educational affairs of the school district, and to this end it hereby reserves to itself all powers, functions, and prerogatives granted expressly or by implication, or reasonably necessary to discharge the duties imposed by the statutes of the State of New Jersey.

The Board's failure to exercise any function hereby reserved to it, or its exercise of any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in direct conflict with the express provisions of this Agreement and L. 1968, c. 303, as amended and supplemented.

ARTICLE III

DUES DEDUCTION

A. AUTHORIZATION

1. When an employee duly executes and delivers to the Board, on the appropriate form, an authorization for Association dues deductions, the Board shall make such dues deductions in accordance with that authorization. Each such dues deduction shall be made in accordance with Chapter 233, Public Laws 1969. Any amount so deducted from the wages of an employee shall be remitted to the Treasurer of the Association by the 15th of the month following said deductions.

2. Amount of Dues - The Association shall notify the Board in writing of the amount of regular monthly membership dues. If this amount is changed at any time, the Association must give notice thereof to the Board in writing. In order to allow sufficient time for necessary adjustment in the payroll system, such notice shall not be effective until thirty (30) days after its receipt by the Board.

B. DUES DEDUCTION FOR NON-MEMBERS

1. Purpose of Fee - If a teacher does not become a member of the Association during any membership year, (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

ARTICLE III (cont'd)

DUES DEDUCTION

B. DUES DEDUCTION FOR NON-MEMBERS (cont'd)

5. The Association will hold and save the Board harmless from any liability whatsoever resulting from actions taken by the Board in compliance with this Article.. Said indemnification shall be valid only in so far as the Board and/or its representatives are in compliance with the procedures set forth in this Article and/or applicable law.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by an employee, group of employees, or the Association, based upon the interpretation, application or violation of this Agreement, Board policy or administrative decision, affecting terms and conditions of employment.

2. An "aggrieved person" is the person, persons, or the Association making the claim.

3. "Association" means the D.E.A. or a committee designated by the D.E.A.

B. PROCEDURE

1. All grievances of employees shall be taken up in accordance with the following procedures:

FIRST STEP: The aggrieved person and/or his/her representative shall give written notification to the Building Principal on an official grievance form (Appendix C) within ten (10) school days after cause of complaint arises. The Building Principal shall give his/her written answer within three (3) school days thereafter.

SECOND STEP: If no satisfactory settlement is reached in the FIRST STEP, the aggrieved person shall present the grievance to the Superintendent in writing within five (5) school days after the Building Principal shall have given his/her written answer in the FIRST STEP.

ARTICLE IV cont'd
GRIEVANCE PROCEDURE

Such request for arbitration shall be made within ten (10) school days after the receipt of the Board's written decision under the THIRD STEP and a copy of said request shall be filed with the Superintendent.

2. The arbitrator shall determine the processes he/she shall use to gather information, statements, etc. required for his/her findings.

3. The arbitrator shall submit a written statement of his/her findings to each party within twenty (20) days of concluding hearings.

4. The arbitrator shall bill the Association and the Board severally for one-half (1/2) of the costs for his/her services.

5. If the normal procedures would extend beyond June 30, the appellant may choose to continue into the summer vacation or on September 1. The term "school days" in this article shall include an administrator's working days during the summer, i.e. Monday-Friday except holidays and vacations.

C. LIMITATIONS

Any disposition of a grievance from which no appeal is taken within the time limits specified in paragraphs B (1) above shall be deemed resolved and shall not thereafter be subject to the grievance provisions of this Agreement.

ARTICLE V

SALARIES

A. The salary guide for persons covered by this Agreement is set forth in Appendix A.

ARTICLE VI

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS

A. The Board shall provide 100% insurance protection for individual employees covered by this Agreement and their families under the New Jersey State Health Benefits Program, (Blue Cross, Blue Shield with Extended Benefits and Major Medical).

B. The Board shall pay a contribution of up to \$8,500.00 in the first year of this Agreement and up to \$12,000.00 in the second year of this Agreement in total towards the cost of a dental insurance program. The insurance carrier shall be mutually agreed upon.

C. If the Board requires a physical examination of any employee, the Board shall pay up to \$75.00 for such examination. Employees may go to a physician of their choice for this examination, but such physician shall submit his/her findings to the Board via its School Physician.

ARTICLE VII

PROFESSIONAL IMPROVMENT

A. TUITION REIMBURSEMENT

1. The Board shall pay each eligible staff member \$125.00 during each year of this Agreement toward the reimbursement of approved tuition and fees required for enrollment, hereinafter referred to as tuition, for approved courses taken by all teachers who have served at least one (1) year in the district. The maximum tuition reimbursement for all eligible staff members shall not exceed \$5,000 during each year of this Agreement.

2. In the event that the sum of \$5,000 shall not have been expended pursuant to Paragraph 1, then the balance shall be used to equally reimburse those teachers whose tuition costs have exceeded \$125.00. No teacher shall receive more than his/her total tuition cost, and no teacher shall receive more than \$500.00 in any year of this contract.

3. All payments for tuition costs made by the Board pursuant to this Article shall not exceed the limitations of Paragraph 1.

4. Courses to be taken and institutions to be attended must be approved in writing by the Superintendent prior to registration. If the employee finds that the approved course is closed, he/she may obtain verbal approval from the Superintendent for an alternate course. Such verbal application shall be confirmed through use of the regular form.

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ARTICLE VII (cont'd)

PROFESSIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT (cont'd)

5. An official school or university transcript shall be submitted to the Superintendent indicating satisfactory completion of the course. If the employee fails to complete the course with an average (C) grade or better, he/she shall refund the tuition paid in cash or through a deduction from salary during the subsequent three months.

6. Part-time employees who are otherwise eligible shall receive reimbursement at a percentage equal to their working time, e.g. a .5 employee shall receive .5 of the reimbursement to which a full-time employee would be entitled.

7. Payment of tuition for approved courses may be made through educational credit payment plans which permit colleges to bill the Board directly for the amount of tuition for which the teacher is eligible under the terms of Paragraph 1.

8. If an employee pays tuition directly, he/she shall file proof of payment on or before October 1, March 1, and /or July 1, for reimbursement during that month.

B. PROFESSIONAL LIBRARY

The Board shall allocate at least \$500.00 for the improvement of the professional library of periodicals and reference books or materials. This library shall remain the property of the Board and be available to all professional staff members.

ARTICLE VII (cont'd)

PROFESSIONAL IMPROVEMENT

B. PROFESSIONAL LIBRARY (cont'd)

The Association, or its designated committee, shall recommend items to be purchased to the Superintendent on or before February 1 of the current school year.

C. CONVENTION

The Board shall pay each employee who attends the annual NJEA Convention for two full days the sum of \$50.00 or for one full day, the sum of \$15.00 if appropriate verification of such attendance is submitted with the claim voucher.

D. IN-SERVICE COURSES

The Board shall expend up to \$3,500 per year for the purpose of providing in-service courses. Said courses shall be mandatory if held during school time (as defined in ARTICLE XII) and voluntarily if held outside of school time.

ARTICLE VIII

LEAVES OF ABSENCE

A. PERSONAL ILLNESS LEAVE

1. Personal illness leave is defined to mean absence of the employee from his/her post of duty because of personal or family disability due to illness or injury. Such leave on account of family disability shall be granted only in the event of illness or injury to a member of the employee's immediate family (husband, wife, children, mother or father) who shall be residing with him and whose disability necessarily requires the employee's absence.

2. All employees shall be allowed personal illness leave for ten (10) working days in any school year on a prorated basis. Personal illness leave not utilized by an employee in any one year shall be accumulated and may be used as required for personal illness in subsequent years so long as the employee continues in service within the school district.

3. Whenever an absence, defined in Paragraph 1 of this Article, exceeds the annual sick leave granted herein, the provisions of N.J.S.A. 18A:30-6 shall apply.

4. Any employee whose absence for personal illness is for a period of more than five (5) consecutive days shall be required to furnish a medical statement from the attending physician certifying to the disability.

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

A. PERSONAL ILLNESS LEAVE (cont'd)

5. Employees who, after serving fifteen (15) years in the Demarest School District, actually retire under the Teachers Pension and Annuity Fund procedures for ordinary retirement, (specifically excluded from this section are all terms of deferred retirement), shall receive \$20.00 for each day of sick leave which they have accumulated but have not used.

B. BEREAVEMENT LEAVE

1. When a death occurs in a full-time employee's and/or spouse's immediate family (husband, wife, children, mother or father, as well as brothers or sisters), the employee shall be allowed five (5) days' absence with full pay.

2. When the death of a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) day's absence with full pay.

3. Bereavement leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

C. PERSONAL LEAVE

1. Full-time employees shall be allowed a total of three (3) days per year for leave on matters of personal business,

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

C. PERSONAL LEAVE (cont'd)

including religious observance, upon application therefore to the Superintendent. Such personal leave shall be with full pay.

2. This leave shall not be cumulative.

3. Personal leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

4. Except for emergency reasons, a minimum of one (1) week's notice of taking such leave shall be given to the employee's appropriate principal.

D. LEAVES FOR PROFESSIONAL REASONS

1. Professional staff members may be granted days of leave for professional activities upon the approval of the Superintendent.

2. Requests for such approval shall be submitted as far in advance as possible, preferably before any financial commitments are made, but not less than one week prior to the day(s) requested.

3. Approval of days for professional leaves does not obligate the Board to assume any costs for such leaves.

E. MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

F. PREGNANCY LEAVES

1. Preliminary Provisions

A pregnant employee may apply for a leave of

ARTICLE VIII (cont'd)

LEAVES OF ABSENCE

F. PREGNANCY LEAVES

1. Preliminary Provisions (cont'd)

absence based upon a claim of disability in accordance with provisions hereinafter set forth, in which instance such leaves of absence shall be chargeable to the sick leave account of said employee.

A pregnant employee may, in the alternative, apply for a leave of absence not based upon a claim of disability in accordance with the provisions hereinafter set forth, in which instance, said leave of absence shall be without pay and shall not be charged against sick leave.

All pregnant employees shall give written notification to the Superintendent of Schools through their Principals of the condition of pregnancy as soon as the condition of such pregnancy has been confirmed, but in no event later than the end of the fourth month of pregnancy.

2. Request for Pregnancy Leave Based on Claim of Disability

a. A pregnant employee who desires to continue in the performance of her duties during her period of pregnancy shall be permitted to do so provided she produces a statement of her physician stating that she is physically capable of continuing to perform her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.

ARTICLE VIII cont'd

LEAVES OF ABSENCE

b. In the event the physician of a pregnant employee shall be of the opinion that said employee is capable of performing her duties up to a specified date but the medical examiner of the Board of Education shall be of a contrary opinion, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The expense of any examination by the impartial third physician shall be shared equally by the employee and the Board.

c. In no event shall the Board be obligated to permit a pregnant employee to continue in the performance of her duties where her performance has substantially declined from that performance demonstrated by her at the time immediately prior to her pregnancy.

d. All policies, practices, rules and regulations applicable to employees who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq. shall be applicable to pregnant employees applying for leave under Section F (1) of this Agreement. Such employees shall receive no lesser

ARTICLE VIII cont'd

LEAVES OF ABSENCE

consideration than any other employees nor shall they receive any greater consideration.

e. The employee requesting a pregnancy leave under the provisions of this Section F (1) shall specify in writing the date on which she wishes to commence her leave and the date on which she wishes to return to employment after birth. Such requests shall be consistent with the foregoing provisions.

f. The Board shall have the right to require any pregnant employee who desires to return to her duties by a fixed date to produce a certificate from her physician stating that she is capable of resuming her duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee, the provisions of Paragraph F (2) (b) shall be applicable as to the method of resolving such a disagreement.

g. Whenever, in the opinion of the Board, the dates for the commencement of a pregnancy leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board.

h. Ordinarily, a pregnant employee shall be expected to resume her duties, subject to the provisions of

ARTICLE VIII cont'd

LEAVES OF ABSENCE

Paragraph F (2) (g) above, within (15) days of the date of the delivery of the child, provided, however, that such resumption of duties is not medically contraindicated.

i. Where pregnancy leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon the application by the employee to the Board. Such extensions or reductions shall be granted by the Board for additional periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and specifically N.J.S.A. 18A:30-6 and 18A:30-7.

j. The provisions of this Agreement shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

k. Pregnant employees applying for leaves of absence under the provisions of this section may simultaneously

ARTICLE VIII cont'd

LEAVES OF ABSENCE

make application for a Child Rearing Leave in accordance with the provisions of the Agreement hereinafter set forth.

3. Request For Pregnancy Leave Not Based on Claims of Disability:

a.. A pregnant employee who desires to commence a leave of absence without regard to any claim of disability as set forth in Section 1, ante, shall be permitted to do so in accordance with the provisions hereinafter set forth, but such leaves of absence shall be without pay.

b. An employee requesting a pregnancy leave under the provisions of this Section (3) shall specify in writing the date on which she wishes to commence her leave and the date on which she wishes to return to employment after birth.

c. Should there be any question as to the medical condition of any employee who desires to resume her duties by a specified date, then the provisions of Paragraph (b) and (f) of Section (2) of this Agreement shall be applicable. .

d. The provisions of Paragraph 2 (c), (g), (i), (j), and (h) are hereby made applicable to the provisions of this Section (3) of this Agreement and are incorporated herein by reference as though set forth at length.

G. CHILD REARING LEAVE

1. In the case of a birth of a child any teacher

ARTICLE VIII cont'd

LEAVES OF ABSENCE

shall have the right to apply for a leave without pay for child rearing purposes.

2. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.

3. In the case of female teachers, the application for child rearing leave may be made to become effective immediately upon the termination of the pregnancy leave.

4. Child rearing leave may be granted for a period of up to the end of the school year in which the birth of the child occurs, but such leave may, at the option of the Board, upon the request of the teacher, be extended for one additional school year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.

5. Where the birth of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.

6. Where a child rearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

ARTICLE VII (cont'd)

LEAVES OF ABSENCE

7. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth of the child.

8. Where a teacher who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.

9. Anything to the contrary notwithstanding, a child rearing leave granted to a non-tenure teacher need not be extended beyond the end of the contract school year in which the leave is obtained.

10. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of school or with the education of the pupils.

H. PATERNITY LEAVE

1. Paternity leave shall be granted with full pay to

C

ARTICLE VIII cont'd

LEAVES OF ABSENCE

male employees for a maximum of five (5) days per school year, within 2 weeks of the time of the child's expected or actual birthdate.

I. OTHER LEAVES OF ABSENCE

Leaves of absence with or without pay for reasons other than those covered in paragraphs A through H may be granted by the Board upon such conditions as the Board in its discretion may prescribe.

J. EXPLANATION FOR ABSENCE

C

Absences upon any of the aforesaid grounds shall at the request of the Principal be fully explained on an "Absentee Report", that shall be developed by the Administration with the advice of the Superintendent's Liaison Committee. Absences may also be required to be explained by further substantiating evidence at the request of the Principal. Refusal by the employee to explain his/her absence and/or to provide reasonable documentation to substantiate his/her explanation, shall be considered a violation of this Agreement, and may be considered a reasonable basis for loss of compensation for the absence in question. This provision shall not apply to leaves for personal business.

ARTICLE IX
SABBATICAL LEAVE

A. ELIGIBILITY

Any full-time member of the teaching staff who shall have completed a minimum of 7 continuous years of service in the school district as of June 30 of the year in which the application for sabbatical leave is submitted shall be eligible to apply for such leave in accordance with the provisions of this ARTICLE. A teacher who receives sabbatical leave hereunder shall not again be eligible to apply for such leave until 10 years shall have elapsed.

B. LENGTH OF LEAVE

Such leaves may be for one full school year (September 1 - June 30), or for one half of the school year (September 1 - January 31, or February 1 - June 30).

Exceptions to this provision may be made by the Board.

C. NUMBER OF LEAVES

Only one employee may be on sabbatical leave at a given time. Two different teachers may be granted successive half-year leaves during the same school year.

D. PURPOSES OF LEAVE

Sabbatical leaves will ordinarily be granted only for purposes of professional study, research and travel. An employee whose objectives do not fall within any of these

ARTICLE IX cont'd

SABBATICAL LEAVE

categories may nevertheless submit an application provided the objectives of his application are fully and clearly set forth therein.

E. APPLICATIONS

1. The application for a sabbatical leave shall be in writing and shall be submitted prior to February 1 of the calendar year prior to the academic year for which the leave of absence is desired.

2. The written application should outline in detail the proposed professional improvement plan to be undertaken and how it is expected to improve the quality of instruction, and shall also contain any additional information which may be helpful in evaluating the request.

3. The application shall include:

(a) Travel - An itinerary of the trip, indicating specific ways in which such travel will contribute to the applicant's improvement as a classroom teacher in the particular field in which he/^{she} is engaged.

(b) Research - The subject, the objectives and the methods to be followed in completing the research as well as the

ARTICLE IX cont'd

SABBATICAL LEAVE

place or places where such research will be conducted. The applicant shall also state the nature of the work product which he/she intends or expects to create as a result of his/^{her}said research.

- (c) Study - The courses and objectives of the program of study as well as the institution where such program will be pursued. The policy on reimbursement for tuition is not applicable in instances where sabbatical leave is granted.

F. EVALUATION OF APPLICATION

1. The Superintendent shall evaluate each request and shall submit his/her recommendation to the Board.

2. In arriving at his/her recommendation, the Superintendent shall give primary consideration to those plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration shall be the seniority of the staff members applying for leave.

3. The Board may request the presence of the applicant at the meeting at which the application is to be considered.

ARTICLE IX cont'd

SABBATICAL LEAVE

G. CONDITION OF LEAVE

As a condition for the granting of sabbatical leave, the teacher, if so requested by the Board, shall enter into a contract with the Board to continue in service for a period of no less than 2 years after the expiration of the leave of absence. Upon failure to continue the teacher may be required to repay to the Board a sum bearing the same ratio to the amount of salary received while on sabbatical leave that the unfulfilled portion of the 2 subsequent years' service bears to the full 2 years. However, the teacher shall be released from such payment if his/her failure to serve the stipulated 2 years shall be due to his/her illness or disability, or if he/she is discharged from his/her position. In addition, no repayment shall be due from the employee's estate if he/she shall expire before the end of the 2 year period.

H. SALARY AND BENEFITS

1. An employee on sabbatical leave shall receive a salary equal to 50% of the salary he/she would have received had he/she continued to teach in the school system during the time of his/her leave.

2. Salary payments shall be made on the same basis as for regularly employed teachers.

ARTICLE IX cont'd

SABBATICAL LEAVE

3. Regular deductions shall be made from such compensation for the Teachers' Pension and Annuity Fund and such other purposes as may be authorized by the teacher.

4. The Board shall continue its normal contribution for major-medical insurance and other fringe benefits for the employee during such leave of absence.

5. During a sabbatical leave, the employee shall continue to accumulate sick leave.

6. The leave of absence shall be counted for purposes of seniority and advancement on the salary guide. A teacher returning from sabbatical leave shall be placed on that step of the appropriate guide which he/she would have attained had he/she taught the entire previous year in the school district.

1. NOTIFICATION TO TEACHER

Notification of the action taken by the Board on requests for sabbatical leaves shall normally be given in writing by April 1 following the submission of the application.

J. SUBSTANTIAL INTERRUPTION AND TERMINATION OF LEAVE.

1. In the event of injury, illness or other reasons which cause the teacher to substantially interrupt or to terminate or frustrate the achievement of the objectives for

ARTICLE IX cont'd

SABBATICAL LEAVE

which the sabbatical leave was granted, he/she shall notify the Superintendent thereof forthwith.

2. Upon receipt of such notification, the Superintendent shall, in the case of injury or illness, notify the Secretary of the Board and the employee that the provisions of the sick leave policy will be applicable from the first day of the next pay period following receipt of such notification. In instances where the leave is terminated by illness or injury, the employee shall receive sick pay for a period of time equal to his/her accumulated sick leave. The employee shall have the medical reasons for interruption of the leave verified by a medical doctor and have a report forwarded to the Superintendent. Upon release by his/her private physician and the approval of the school physician, the employee shall thereafter return to regular duty for the remainder of the school year or at the option of the Board, shall be permitted to resume his/her leave. If the employee returns to duty for the balance of the academic year, he/she shall be assigned as needed, at the discretion of the Superintendent, within the area in which the teacher is certified. If his/her accumulated sick leave is exhausted and the employee is either unable to resume his/her sabbatical leave of absence or unable to resume his/her teaching duties, the Board shall

ARTICLE IX (cont'd)

SABBATICAL LEAVE.

determine whether to grant the leave of absence for the balance of the academic year, and under what conditions.

3. In the event the purposes of the sabbatical leave are substantially interrupted, frustrated or terminated for reasons other than injury or illness, the Board shall determine whether the teacher shall return to teaching duties for the remainder of the school year and upon what terms or whether he/she shall be permitted to resume his/her sabbatical leave.

K. ADDITIONAL COMPENSATION

The successful applicant agrees not to accept other employment during the period of the leave unless it pertains directly to his/her objectives and then only with the prior approval of the Superintendent.

L. REPORTS

At the completion of the leave, the teacher shall submit a written evaluation of his/her experience in light of the objectives for which the leave was granted and in addition, an oral report may be requested by the Board. The teacher shall also report to the Superintendent from time to time during the period of the leave if requested to do so.

ARTICLE IX cont'd

SABBATICAL LEAVE

M. REVOCATION OF LEAVE

If the Superintendent is of the firm opinion that the teacher is not fulfilling the purposes for which the leave was granted, he/she shall report this fact to the Board. If the Board believes that grounds for the revocation of leave may exist, it shall provide the teacher with an opportunity to be heard thereon. After evaluating the merits of the case, the Board shall either continue the leave or revoke it and return the teacher to teaching duties.

ARTICLE X
RIGHTS OF THE ASSOCIATION
AND ITS MEMBERS

A. Whenever the parties authorize an employee to participate during working hours in meetings relating to the Administration of this Agreement, he/she shall suffer no loss in pay.

B. The Association is guaranteed at least one meeting per month to be held on school premises outside of teaching hours but only with the prior permission of the Principal of the building in question. Such permission shall not be unreasonably withheld.

C. 1. The Board shall provide a bulletin board in each faculty lounge for use by the Association. All notices or bulletins on such bulletin boards shall be signed by a member of the Executive Committee of the Association.

2. Such bulletin boards shall not be used by the Association for attacking any individual or the Board nor for posting or distribution of political matter of any kind whatsoever.

3. The Association shall remove from its bulletin boards any matter which does not comply in all respects with the provisions of this ARTICLE.

4. There shall be no distribution or posting of Association notices or literature at any other place in the

ARTICLE X cont'd

RIGHTS OF THE ASSOCIATION
AND ITS MEMBERS

school building, except at meetings or in the employee's mailbox, provided the Board has the right to know the contents of all material placed in said mailbox.

D. The Association shall have the right to maintain a file cabinet in each faculty lounge for the exclusive use of the Association.

E. The Demarest Education Association shall enjoy all rights granted under and by virtue of the provisions of L. 1968, c. 303, as amended and supplemented, as well as other applicable laws of the State of New Jersey and of the United States, and under the Constitution of the United States and of the State of New Jersey. Neither the Association nor any of its members shall be discriminated against, coerced or reprimanded by virtue of their exercise of such rights.

ARTICLE XI

LIAISON COMMITTEES

A. The purpose of liaison committees is to encourage and facilitate communications between the teaching staff, the administration, and the Board, and to review and discuss school problems and practices relating to and affecting the teaching staff and curriculum.

B. There will be two (2) Teacher-Principal Liaison Committees, one to represent grades K-4 and the other to represent grades 5-8.

1. Five (5) teaching staff members shall be chosen by the Association to serve on the K-4 Teacher-Principal Liaison Committee. One (1) representative shall be a specialist assigned to the K-4 school.

2. Five (5) teaching staff members shall be chosen by the Association to serve on the 5-8 Teacher-Principal Liaison Committee. Two (2) shall be from grades 5 and 6, two (2) from grades 7 and 8, and one (1) shall be a specialist assigned to the 5-8 school.

3. The chairperson will alternate monthly between the D.E.A. and the Principal.

4. The Teacher-Principal Liaison Committee will meet by the 15th of each month at a mutually agreed upon time and place. Such monthly meetings may be cancelled with the agreement of both parties.

ARTICLE XI (cont'd)

LIAISON COMMITTEES

5. Items for agenda will be submitted to Building Principal three (3) days prior to meeting. The agendas will be distributed to all staff members and administrators at least two (2) days prior to the meeting. Agenda items for Association shall be developed and submitted by the Association.

6. A recording secretary shall be chosen from the Association to record minutes of such meetings. These minutes shall be typed by a school secretary and distributed to all members of the faculty and the administration within three (3) school days after such meetings are held. Minutes shall be reviewed for accuracy and approved by the Principal and Association representative prior to general distribution.

C. There will be a Teacher-Superintendent Liaison Committee consisting of six (6) teaching staff members, a minimum of two (2) from each school liaison committee and two (2) at-large, the Superintendent and Administrators.

1. The chairperson will alternate monthly between the D.E.A. and the Superintendent.

2. The Teacher-Superintendent Liaison Committee will meet by the 30th of each month at a mutually agreed upon time and place. Such monthly meetings may be cancelled with the agreement of both parties.

3. Any matter which pertains to a particular building must first be raised with the Teacher-Principal Liaison

ARTICLE XI (cont'd)

LIAISON COMMITTEES

Committee before it may be raised at the Teacher-Superintendent Liaison Committee. Any matter which has system-wide impact will normally be raised first with the Teacher-Principal Liaison Committee.

4. Items for agenda will be submitted to Superintendent's office three (3) days prior to meeting. The agendas will be distributed to all committee members and administrators two (2) days prior to the liaison meeting.

5. A recording secretary shall be chosen on an alternating basis from each group to record minutes of such meetings. These minutes shall be typed by a school secretary and distributed to all members of the faculty and the administration within three (3) school days after such meetings are held. Minutes shall be reviewed for accuracy and approved by the Superintendent and Association representative prior to general distribution.

D. There will be a Teacher-Administration-Board Liaison Committee consisting of six (6) teaching staff members, (one [1] teacher representative from each building will serve on all three [3] liaison committees--Principal, Superintendent and Board), four (4) administrators, and three (3) members of the Board of Education who will meet four (4) times throughout the contract year to further opportunities for communication among the three components of school organization.

ARTICLE XI (cont'd)

LIAISON COMMITTEES

1. There shall be a rotating chairperson and a rotating recording secretary for this committee. The rotation will be among the respective components of the committee.

2. The meetings shall be held at a time and place convenient to all parties.

3. The agenda shall consist of a maximum of three (3) items--one item coming from each component member. Such items shall be submitted to the next meeting's chairperson. These items should be written in conceptual terms that express general rather than personal concerns. If, by a pre-arranged date, the chairperson does not receive an item from one component member, he/she may offer the opportunity to the other component members for an additional item. Agendas should be submitted to all members of the Board of Education, the administration, and the faculty at least ten (10) school days prior to the meeting in order to insure adequate input from all concerned parties. If no items are submitted by a pre-arranged date, then no meeting will be held.

4. Minutes of such meetings shall be typed by a school secretary and distributed to all members of the teaching staff, administration, and Board of Education within one (1) week after such meeting. Minutes shall be reviewed for accuracy by representatives of the Association, administration, and Board prior to general distribution.

ARTICLE XI (cont'd)

LIAISON COMMITTEES

E. In the event the D.E.A. President shall not be a member of any of the aforesaid liaison committees, he/she shall nevertheless be permitted to attend such meetings and participate.

F. Liaison Committee Meetings shall not be used as a means to by-pass the grievance procedure.

ARTICLE XII

HOURS AND ASSIGNMENTS

A. TEACHERS DAY

1. Employees shall not be required to report to work earlier than 30 minutes before and may leave 30 minutes after their building's pupil day, except when staff meetings are convened, in which case the employee shall not be required to remain later than 4:30 P.M. This provision does not apply to teacher assignments at special events or for emergencies.

2. Employees shall personally indicate their arrival or leaving by placing a checkmark next to their name.

3. The teachers workday shall be frozen at the length of time in effect in October of 1982 for the duration of this Agreement.

4. All employees shall receive a duty-free lunch period of the duration and in accordance with procedures in effect in October 8, 1982, for the duration of this Agreement.

5. The provisions in Nos. 3 and 4 are specifically understood to be for the duration of this Agreement only, and shall expire and be expunged from the Agreement on June 30, 1984.

B. ASSIGNMENT

1. Each employee shall be given notification of his/her teaching assignment for the next school year on or before June 1, if possible. These assignments may be changed in accordance with changing conditions, particularly enrollments, but the staff member shall be notified forthwith.

ARTICLE XII (cont'd)

HOURS AND ASSIGNMENTS

B. ASSIGNMENT (cont'd)

2. All staff shall be informed of vacancies as they occur, and they may indicate their interest in such vacancies and shall receive full consideration for such openings. Their assignment shall not be required, however.

C. CLASS COVERAGE

1. During the course of any school year, the first two (2) class coverages by any one teacher shall be performed without compensation.

2. After the first two (2) such coverages referred to in Paragraph 1 above without compensation, a teacher shall be entitled to one-eighth (1/8) of their daily rate for each period in the Middle School and one-fifth (1/5) of their daily rate for each hour in the Elementary School for each subsequent class coverage performed by a teacher in any school year commencing with the third (3rd) such coverage. This shall not apply to emergency situations created by a teacher.

D. PREPARATION PERIODS

1. Full-time teachers shall be entitled to five (5) preparation periods per week. Middle School teachers with six (6) periods of instruction per day shall have two (2) preparation periods per day on those days. Teachers employed on a less than full-time basis will be entitled to a preparation time on a

ARTICLE XII (cont'd)

HOURS AND ASSIGNMENTS

B. PREPARATION PERIODS (cont'd)

prorated basis. Such periods shall be utilized at the discretion of the individual teacher. It is understood, however, that assemblies, standardized tests, shortened work days, parental conferences and individual meetings with a Principal or Superintendent may reduce the number of periods of any week.

2. No more than two (2) preparation periods per week may be used for the purpose of holding a team and/or child study team meeting in any week, where applicable.

ARTICLE XIII

IN-SCHOOL WORK YEAR

A. The in-school work year for the ten (10) month professional staff shall consist of the student calendar plus two (2) full days and additional days for teachers new to our district for purposes of orientation as the administration shall determine.

The in-school work year schedule shall be published not later than June 1 preceding the school year in which it is to become effective.

B. The Superintendent shall prepare a student calendar and shall consult with the Association, other individuals and organization within the school system, and, as he/she sees fit, individuals and organizations other than within the school community, and shall recommend a student calendar to the Board. It is hereby understood that the student calendar is a non-negotiable item.

C. The two (2) professional staff days mentioned above shall be designated within the dates of the ten (10) month contracted year and shall be exclusive of the NJEA Convention. Attendance at school shall not be required of teachers not attending the NJEA Convention.

ARTICLE XIV

EVALUATION PROCEDURES

The parties agree that any provision, sentence, clause or section of this Article which violates any statute or state administrative code regulation, shall be governed by the applicable statute or code provision.

A. PHILOSOPHY OF TEACHER SUPERVISION AND EVALUATION PROCESS.

We believe that the fundamental purposes of an evaluation process is to encourage effective teaching and to stimulate the professional growth of the teaching staff.

The primary function of the evaluation is, therefore, to be directed toward the identification and commendation of, effective performance as well as to define areas requiring attention and to make recommendations which shall assist the teacher in improving instruction and developing his or her maximum potential.

While any evaluation process must of necessity serve as the basis for the reaching of administrative decisions on such matters as rehiring, the granting of tenure, or the withholding of increment, we wish to emphasize the positive purposes of evaluation as being the improvement of the effectiveness of the individual practitioner, the inspiring of professional growth, and the shaping of a successful teaching career.

B. DESCRIPTION OF OBSERVATION EVALUATION CYCLE

1. Non-Tenured Classroom Teachers

Each non-tenured teaching staff member shall

ARTICLE XIV (cont'd)

EVALUATION PROCEDURES

be observed a minimum of three (3) times during each school year by a member of the administrative and supervisory staff of the district. At least one of these observations shall be preceded by a conference between the teacher and the administrator for the purpose of discussing and developing their expectations of the observation.

2. Tenured Classroom Teachers

Each tenured teaching staff member shall be formally observed at least once during each school year by a member of the administrative and supervisory staff of the district. Additional observations may be made should the administrator or supervisor deem them necessary. If the observation-evaluation is negative, the teacher may request that any additional observation, preceded by a pre-conference, be held and such request shall not be unreasonably denied.

3. Non-tenured Professional Support Personnel
(Member of Child Study Team, Nurse, Speech
Therapist, Media Specialist, etc.)

Each non-tenured member of the professional support staff shall be formally observed in the performance of his or her duties, as outlined in the job description for his or her position, at least three (3) times during each school year by members of the administrative and supervisory staff of the district.

ARTICLE XIV (cont'd)

EVALUATION PROCEDURES

At least one of these observations shall be preceded by a conference between the professional support person and the administrator for the purpose of discussing and developing their expectations of the observation.

4. Tenured Professional Support Personnel

Each tenured member of the professional support staff shall be formally observed in the performance of his/her duties, as outlined in the job description for his or her position, at least once by a member of the administrative or supervisory staff of the district. Additional observations may be conducted should the administrator or supervisor deem them necessary. If the evaluation report based upon this observation process is negative, the professional support person may request that an additional observation, preceded by a pre-conference, take place and such request shall not be unreasonably denied.

5. Observation Process

Each observation shall be followed within a reasonable period of time, but no longer than fifteen (15) school days, by a conference to indicate areas of strength and weakness and to make specific recommendations which shall assist the teacher in the improvement and/or correction of observed deficiencies. In addition, the administrative and supervisory staff person performing the observations shall discuss with the teacher any and all areas of the "Evaluation Criteria" for which there is

ARTICLE XIV (cont'd)

EVALUATION PROCEDURES

concern and about which the administration may have knowledge at the time of the observation. Following the conference, an observation/evaluation report shall be prepared in triplicate within a reasonable period of time, but no longer than fifteen (15) school days after the conference, which shall be signed by both the administrator and staff member. One copy shall be retained by the staff member, one copy shall be retained in the building administrator's office and one copy shall be maintained in the staff member's permanent folder in the District Office. The staff member shall have the right to make additional comments or explanations on the observation/evaluation form. The signature of the staff member shall not necessarily represent acceptance of the report but shall constitute an acknowledgement that he or she has read its contents.

C. SUMMATIVE EVALUATION

1. General

In addition to the observation evaluation report or reports, a summative evaluation of each professional staff member's total performance as an employee of the district shall be prepared by his or her administrator or supervisor. Said evaluation shall be based on the "Evaluation Criteria" developed for that purpose and adopted by the Board of Education. Professional support personnel shall be evaluated utilizing their approved job description.

ARTICLE XIV (cont'd)

EVALUATION PROCEDURES

Prior to the preparation of the summative evaluation report, the administrator or supervisor may request information on those individual criteria which he or she feels may require elaboration. Within a reasonable time thereafter, but not in excess of fifteen (15) school days, a conference shall be held for the purpose of discussing areas of strength and possible deficiency in the staff member's performance and to make recommendations for improvement.

Each professional staff member shall be responsible for identifying and striving to achieve professional job targets. The number of job targets and their areas of concentration shall be mutually developed between the staff member and the administrator. Proposed job targets for teachers working under their first contract in the district shall be mutually determined no earlier than May 15th. It is understood that the parties may mutually modify the target content and/or time frame for achievement.

The job target process shall be directly related to the year-end summative evaluation of each staff member's performance through criteria 7 and 8 established in Category VI, "Professional Competency and Practices."

2. Summative Evaluation

Each classroom teacher shall be evaluated in narrative form within each of the broad performance categories

ARTICLE XIV (cont'd)

EVALUATION PROCEDURES

listed above. Said evaluation shall be based upon all criteria contained within the category, but the administrative and supervisory staff of the district shall be required to address themselves in writing only to those criteria which they may select. Any criteria not addressed shall be deemed to be satisfactory or not applicable. Any criteria which are negatively assessed must be followed by specific recommendations which shall assist the teacher in improving areas of deficiency. Professional support persons shall be evaluated as above stated utilizing their approved job description.

At the conclusion of the summative evaluation report, the administrator shall make a written assessment as to whether he or she finds the total performance of the professional staff member satisfactory or unsatisfactory. Said assessment shall be based upon his or her perception of overall performance.

The summative evaluation report shall be prepared in triplicate and signed by both the administrator and the staff member. One copy shall be retained by the staff member, one copy shall be retained in the building administrator's office and one copy shall be maintained in the staff member's permanent personnel folder in the District Office. The staff member shall have the right to make additional comments or explanations on the form. The signature of the staff member shall not necessarily represent acceptance of the report but shall constitute an acknowledgement that he or she has read its contents.

ARTICLE XV

OTHER COMPENSATION OR STIPENDS

A. The Board shall pay annual stipends to teachers assigned to extra-curricular activities which, in the judgment of the Board, require significant, regularly scheduled time outside of the regular school day as follows:

| | <u>1982-83</u> |
|--|----------------|
| Athletic Program | \$1680 |
| Student Council | 510 |
| AVA/Media Aide Demarest Middle School | 675 |
| Ava Aide County Road School | 350 |
| Yearbook | 585 |
| 8th Grade Advisor | 510 |
| Dramatics | 510 |
| Chorus | 700 |
| Band | 970 |
| Child Study Team Chairperson | 700 |

B. The Board and the Association shall establish a committee to review the above list and to determine the compensation schedule for the 1983-84 school year. The total amount for all stipend positions shall not exceed a sum of 9½% greater than the 1982-83 amounts listed above.

ARTICLE xv (cont'd)

OTHER COMPENSATION OR STIPENDS

C. An automobile allowance shall be paid to each employee who shall be assigned to more than one school building per day. Said allowance shall be paid at the rate of \$15 per annum for each week day said employee shall be assigned to two schools. In lieu of the above, the School Nurse shall receive \$100 per annum as an automobile allowance.

D. For preparing and teaching in-service instruction a fee of \$17.50 shall be paid for each hour of actual instruction of an in-service course which is approved by the school administration.

E. If a college does not pay a teacher to supervise a student teacher, this district shall do so at the same rates that are set by the New Jersey state colleges for this service.

ARTICLE XVI

MISCELLANEOUS

A. The Board shall supply two sets of uniforms, with the following limits for each: science (\$20); art (\$20); and physical education (\$85) teacher. Said uniforms shall be the property of the Board but shall be cleaned and maintained by the teachers.

B. There shall be an air-conditioned staff lounge in each school building owned by the Board for the use of all staff members during the school day.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement includes all terms and conditions of employment negotiated between the Board and the Association and shall be effective as of July 1, 1982, and shall continue in full force and effect to and including June 30, 1984. In accordance with the regulation of the Public Employment Relations Commission (P.E.R.C.), the parties shall meet to discuss and negotiate any proposals with respect to a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries all on the day and year first above written.

ATTEST:

THE DEMAREST BOARD OF EDUCATION

John C. Sinaglia

By

Stanley Shalish

ATTEST:

THE DEMAREST EDUCATION ASSOCIATION

Rose A. Catuogno

By

Ruth L. Lerner

BOARD OF EDUCATION
Demarest, N. J.

1982-1983
Teachers' Salary Guide

| Levels | <u>BA</u> | <u>BA+16</u> | <u>BA+32</u> | <u>MA</u> | <u>MA+16</u> | <u>MA+32</u> | <u>MA+45</u> | <u>MA+60</u> |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|--------------|--------------|
| <u>Step</u> | | | | | | | | |
| 1 | 13,380 | 14,160 | 15,190 | 16,140 | 16,990 | 17,740 | 18,480 | 19,060 |
| 2 | 13,910 | 14,710 | 15,770 | 16,730 | 17,580 | 18,320 | 19,060 | 19,650 |
| 3 | 14,500 | 15,290 | 16,350 | 17,310 | 18,160 | 18,900 | 19,650 | 20,230 |
| 4 | 15,080 | 15,930 | 16,990 | 17,950 | 18,800 | 19,540 | 20,280 | 20,870 |
| 5 | 15,720 | 16,570 | 17,630 | 18,590 | 19,430 | 20,180 | 20,920 | 21,510 |
| 6 | 16,350 | 17,200 | 18,270 | 19,220 | 20,070 | 20,820 | 21,560 | 22,140 |
| 7 | 16,990 | 17,840 | 18,900 | 19,860 | 20,710 | 21,450 | 22,200 | 22,890 |
| 8 | 17,630 | 18,480 | 19,540 | 20,550 | 21,350 | 22,140 | 22,830 | 23,520 |
| 9 | 18,370 | 19,120 | 20,180 | 21,240 | 22,040 | 22,830 | 23,520 | 24,210 |
| 10 | 19,120 | 19,860 | 20,870 | 21,930 | 22,730 | 23,520 | 24,210 | 24,900 |
| 11 | | 20,600 | 21,560 | 22,620 | 23,420 | 24,210 | 24,900 | 25,590 |
| 12 | | 21,240 | 22,250 | 23,310 | 24,110 | 24,900 | 25,590 | 26,340 |
| 13 | | 21,980 | 22,990 | 24,110 | 24,800 | 25,590 | 26,280 | 27,130 |
| 14 | | | | 24,900 | 25,540 | 26,340 | 27,030 | 27,930 |

Salaries Above Final Steps on Guide

| | | | | | | | |
|----|--------|--------|--------|--------|--------|--------|--------|
| A. | 22,780 | 24,990 | 23,820 | 27,170 | 28,550 | 27,860 | 27,960 |
| B. | 24,200 | | 25,730 | 27,750 | 29,410 | 28,650 | 30,780 |
| C. | | | 26,580 | 27,910 | | | |
| D. | | | | 28,120 | | | |

All teachers whose experience places them at or above maximum guide levels for 1981-82 shall have their individual salaries increased by 6.2% for 1982-83.

Tenured teachers receive a stipend of \$500 in addition to the listed salary.
(Prorated for part-time teachers)

Definition of Levels

| | |
|--|--|
| B.A. | M.A. plus 32 credits, not to include more than 16 in-service credits |
| B.A. plus 16 credits, not to include more than 8 in-service credits | M.A. plus 45 credits, not to include more than 22 in-service credits |
| B.A. plus 32 credits, not to include more than 8 in-service credits | M.A. plus 60 credits, not to include more than 28 in-service credits |
| M.A. | |
| M.A. plus 16 credits, not to include more than 8 in-service credits. | |

APPENDIX B

PLACEMENT AND MOVEMENT ON SALARY GUIDE

1. The initial salary placement on this guide shall be negotiated by the candidate and the Board. If the candidate agrees to start a step lower than his/her years of experience outside the district, he/she may not claim credit for these years during subsequent years. However, no employee will be paid less than the Step 1 salary for his/her educational level.

2. Teachers holding or gaining tenure shall be compensated at \$500 above the salary specified on their appropriate guide.

3. Initial employment beginning on or before January 1 and continuing to June 30 shall be considered a full year of service for salary purposes. No credit shall be given for less than one full year's service.

4. No more than 8 in-service credits may be used to move horizontally from one guide level to another and such in-service credits are subject to prior administrative approval.

5. Horizontal movement on the guide shall take effect only on September 1 or February 1 provided, however, that in the event a teacher shall submit a transcript showing completion of a college or graduate course, or in the case of in-service credits, a certificate of completion, prior to November 1 or April 1, horizontal movements shall be retroactive to September 1 or February 1 respectively. Teachers presently at the maximum level on this guide in one column, plus other increases which effectively place them off of the guide, who achieve sufficient academic credits and/or degree warranting movement to a higher level column, shall receive the salary increase designated for the higher level column maximum step.

6. No credits obtained before the granting of a degree may be used for a salary guide movement beyond such degree.

7. No in-service credits obtained prior to September 1, 1974 shall be applicable to future horizontal movement on the guide after July 1, 1975.

8. All references herein to B.A. degree shall include B.S. degree and all references herein to M.A. degree shall include M.S. degree.

APPENDIX C

DEMAREST EDUCATION ASSOCIATION

GRIEVANCE

Number: _____

A. Name of Grievant: _____

B. Date grievance submitted: _____

C. Date cause of grievance occurred: _____

D. Description of grievance:

E. Basis of grievance:

F. Relief sought:

Signature

Level - (circle) and date submitted

1. PRINCIPAL

Date

3. BOARD OF EDUCATION

Date

2. SUPERINTENDENT

Date

4. ARBITRATOR

Date

00.11.50 11 07.11